ized by the husband to bind him, or had even been in fact forbidden to do so, is immaterial.

"In cases, however, other than for necessaries, the liability of the husband depends solely on the principles of agency, to be proved as in other cases, or of estoppel, if she has been held out as authorized to bind him. Wanamaker *v.* Weaver, 176 N. Y. 75, 68 N. E. 135, 65 L. R. A. 529, 98 Am. St. Rep. 621; Frank *v.* Carter, 219 N. Y. 38, 113 N. E. 549, L. R. A. 1917B, 1288; Martin *v.* Oakes, 42 Misc. Rep. 201, 85 N. Y. Supp. 387; Keller *v.* Phillips, 39 N. Y. 351. There are two theories on which defendant in this case may be held liable: One, that the contract was for necessaries, in which case evidence of authority in the wife is unnecessary; the other, that, although not necessaries, the wife had specific authority to bind the husband. At the trial there was some evidence given to show specific authority in the wife to bind the defendant. The court, however, by its charge and ruling, in effect held that, as matter of law, the alleged contract, if made, was for necessaries, on which defendant was, as matter of law, liable, and excluded evidence tending to negative authority in the wife as defendant's agent.

"The question on this appeal is therefore whether the alleged contract is, as matter of law, a contract for 'necessaries,' as that term is used and defined in the law. The parties concededly are living together and have a permanent home in the city of New York. That board and lodging in themselves generally belong to the category of things appertaining to maintenance and support may be conceded without question. It is quite apparent, however, that for every contract of that character the wife might make, no matter where or for how long a period, the husband would not be liable without his consent.

"That, under the circumstances, a contract in advance for a suite of rooms and private bath, with board, at a seashore hotel, for the fixed period of the summer season, at a place other than the usual place of abode, is a contract for 'necessaries,' cannot, I think, be held as matter of law. Whether it is a reasonable and suitable necessity involves questions of fact, which should be submitted to the jury under proper instructions. If it was not a contract for necessaries, the question at the trial then was whether the wife was as matter of fact specifically authorized to bind the defendant, and on such issue evidence tending to negative such authority was proper."

Master and Servant—Workmen's Compensation Act—Head Waiter Killed by Discharged Waiter.—In Cranney's Case, 122 N. E. 266, the Supreme Judicial Court of Massachusetts held that the death of a head waiter of a hotel, who was killed, while in the hotel eating his lunch under the contract of employment, by a waiter whom he had

discharged in the interest of his employer, and acting under its authority, death was in the "course of employment."

The ccurt said: "The decision is put on the ground that the employee was shot and killed solely by reason of his performance of his duties as headwaiter, and that, as it turned out, his death resulted from a risk of his employment and flowed from that source as a rational consequence."

"The insurer, relying on McNicol's Case (215 Mass. 497, 102 N. E. 697), contends that compensation cannot be awarded, as the casualty could not have been reasonably foreseen by the employer, and therefore, not being a risk of the employment, it does not arise out of it. The shooting occurred in the employer's dining room while Cranney was at luncheon. It is manifest that he lost his life not because of any quarrel of his own with the assailant, but because he faithfully and properly discharged the duty owed to his employer, and thereby incurred the resentment of Zacharachi.

" 'The servant must serve in the master's way as he is directed, or in emergencies as he has reason to believe the master would approve were he present, or as he, a faithful servant, owing to his master fealty and aid in time of peril, ought.'

"It was plainly in the employer's interest and for its benefit that Zacharachi should be discharged, and when Cranney was hired and intrusted with this general authority, which he exercised in a reasonable and suitable way, it was contemplated that whatever befell him when acting strictly within the scope of his employment, even if the time and conditions could not be forecast, was incidental to and part of the employment.

" 'The rational mind must be able to trace the resultant personal injury to a proximate cause set in motion by the employment and not by some other agency, or there can be no recovery.' (Madden's Case, 222 Mass. 487, 495, 111 N. E. 379, 383).

"It moreover is reasonably within the common experience of mankind that the general nature of what Cranney would have to do in maintaining discipline. If a waiter persisted in disobeying orders, and the possible anger and desire 'to get even' of a waiter discharged under such circumstances, could be foreseen in the sense that such incidents are not mere figments of the imagination, but incidents which might occur in the ordinary course of human affairs.

" 'That murder resulted instead of a broken bone is of slight, if indeed, it is of any significance. This injury was one to which the employee was exposed by reason of his employment. * * * The causitive danger was peculiar to his work. It was incidental to the character of the employment, and not independent of the relation of master and servant. Although unforeseen and the consequences of what on this record appears to have been a crime of the highest

magnitude, yet now, after the event, it appears to have had its origin in a hazard connected with the employment and to have flowed from that source as a rational consequence. Tried by the test in McNicol's Case (215 Mass. 497, 499, 102 N. E. 697), the injury seems to have arisen in the course of the employment' (Reithel's Case, 222 Mass. 163, 165, 109 N. E. 951, 952).

"We are of opinion that so long as the employee, while in the performance of the employer's business, properly exercises the authority conferred upon him by his contract of employment, injuries received by him resulting from such employment arise out of the employment, and if death ensues, as in the case at bar, his dependents are entitled to compensation (McNicol's Case, 215 Mass. 497, 102 N. E. 697; Riethel's Case, 222 Mass. 163, 109 N. E. 951; Von Ette's Case, 223 Mass. 56, 111 N. E. 696; Harbroe's Case, 223 Mass. 139, 111 N. E. 709)."

Life Insurance—Assignment of Policy to One Having No Insurable Interest.—In Milliken *v.* Haner, 212 S. W. 605, the Court of Appeals of Kentucky held that an assignment of a life insurance policy to one having no insurable interest in the life of the insured is void as against public policy.

The court said: "On the main question presented by the appeal it is admitted that the defendant had no such insurable interest in the life of Henry E. Haner as would entitle him to have taken out the policies originally in his favor. It is further admitted that under the law as approved by this court and many others, and as also announced by all the text-writers, one who has no such insurable interest in the life of another cannot take out a policy on the latter's life payable to himself, since such transactions are wagering contracts and against public policy. Griffin's Adm'r *v.* Equitable Assurance Society, 119 Ky. 856, 84 S. W. 1164, 27 Ky. Law Rep. 313; Bromley *v.* Washington Life Ins. Co., 122 Ky. 402, 92 S. W. 17, 28 Ky. Law Rep. 1300, 5 L. R. A. (N. S.) 747, 121 Am. St. Rep. 467, 12 Ann. Cas. 685; Beard *v.* Sharp, 100 Ky. 606, 38 S. W. 1057, 18 Ky. Law Rep. 1029; Baldwin *v.* Haydon, 70 S. W. 300, 24 Ky. Law Rep. 900; Wrather *v.* Stacey, 82 S. W. 420, 26 Ky. Law Rep. 683; Lee *v.* Mutual Life Ins. Co., 82 S. W. 258, 26 Ky. Law Rep. 577; Barbour *v.* Larue, 106 Ky. 546, 51 S. W. 5, 21 Ky. Law Rep. 94; Basye *v.* Adams, 81 Ky. 368; Lockett *v.* Lockett, 80 S. W. 1152, 26 Ky. Law Rep. 300; Scott *v.* Scott, 77 S. W. 1122, 25 Ky. Law Rep. 1356; Adams *v.* Reed, 38 S. W 420, 18 Ky. Law Rep. 853, 35 L. R. A. 692; Bramblett *v.* Hargis, 123 Ky. 141, 94 S. W. 20, 29 Ky. Law Rep. 610; Hess *v.* Segenfelter, 127 Ky. 348, 105 S. W. 476, 36 Ky. Law Rep. 225, 14 L. R. A. (N. S.) 1112, 128 Am. St. Rep. 343; Western & Southern Life Ins. Co. *v.* Webster, 172 Ky. 444, 189 S. W. 429, L. R. A. 1917B, 375, Ann. Cas. 1917C, 271; Western & Southern Life Ins. Co. *v.* Nagel,